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5 AGREEMENT  
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7 BETWEEN  
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9 THE CITY OF ALBUQUERQUE  
10  
11 AND  
12  
13 ALBUQUERQUE CLERICAL AND TECHNICAL EMPLOYEES  
14  
15 Affiliated With The American Federation  
16 of State, County, and Municipal Employees  
17 (AFSCME, Local 2962, AFL-CIO, CLC)  
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June 14, 2004 through June 30, 2006

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1    **SECTION 1. PREAMBLE**

2    THIS AGREEMENT has been made and entered into between the CITY OF ALBUQUERQUE  
3    (hereinafter referred to as the "Employer" or the "City") and AFSCME LOCAL 2962, the  
4    ALBUQUERQUE CLERICAL AND TECHNICAL EMPLOYEES, (hereinafter referred to as the  
5    "Union").

6  
7       The parties agree that their respective policies will not violate the rights of any employee  
8    covered by this Agreement because of race, age, sex, creed, color, national origin, union, or  
9    non-union affiliation. Neither party will tolerate sexual harassment. The parties further agree that  
10   they will comply with the Americans with Disabilities Act, the City of Albuquerque Administrative  
11   Instruction 7-18 and the Personnel Rules and Regulations.

12  
13       The general purpose of this Agreement is to provide for orderly and constructive  
14   employee relations in the public interest, and in the interest of all employees herein covered, and  
15   in the interest of the City, to maintain harmony, cooperation, and understanding between the  
16   Employer and the employees in the Unit; and to afford protection of the rights and privileges of  
17   all employees in the Unit and the Employer; and to insure the continued delivery of services to  
18   the citizens of Albuquerque.

19  
20       The City, the Union, and its members agree that every effort will be made to administer  
21   and abide by this Agreement in accordance with the true intent of its terms and provisions to the  
22   end of maintaining sound labor management relations.

23   **SECTION 2. SCOPE OF AGREEMENT**

24   A.   This Agreement relates to the employees of the City in the designated collective  
25       bargaining unit. The parties do hereby acknowledge that this Agreement represents an  
26       amicable understanding reached by both parties as the result of negotiations of the  
27       parties as provided in the City of Albuquerque Labor- Management Relations Ordinance,  
28       or as amended.

29   B.   This Agreement replaces in its entirety any and all previous Agreements and represents  
30       the only Agreement of the parties hereto. Neither party has an obligation to open  
31       negotiations prior to 60 days before the expiration of this Agreement, however, by mutual  
32       Agreement, the parties may open negotiations at any time.

33   C.   Under normal circumstances, the Union will be given prior notice of proposed changes in  
34       the City or department wide written policies that directly affect bargaining unit employees'  
35       working conditions. The Union will be given no less than 5 (five) working days from the  
36       time of notice to provide input. This input period may or may not delay implementation,  
37       but may require revision or cancellation of the originally proposed policy. The parties may  
38       agree to extend time limits by mutual consent.

39   D.   The Union will provide input through the Office of Employee Relations or Department on  
40       changes to policies, rules, and handbooks.

### **SECTION 3. RECOGNITION**

- A. The City recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions, and other conditions of employment for employees in the Unit described in this "Agreement". The City recognizes the Union as the exclusive bargaining agent for all permanent, non-probationary, full-time and part-time C-Series employees pursuant to the Labor-Management Relations Ordinance.
- B. The City agrees to identify the confidential positions in the C-Series and exclude those positions from the C-Series.
- C. This contract will take precedence over any conflicts with the Merit System Ordinance, the Albuquerque Police Department Standard Operating Procedures, Fire Department Operating Procedures, or Personnel Rules and Regulations except those provisions protected by the Labor-Management Relations Ordinance. It is understood that this contract does not supersede the City of Albuquerque Labor-Management Relations Ordinance and that the Labor-Management Relations Ordinance controls where a conflict exists.
- D. All benefits to permanent part-time non-probationary employees will be on a prorated basis.

### **SECTION 4. DUES CHECKOFF**

- A. During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws.
- B. Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Union membership by Personnel Action Form, P-I, processed by the City.
- C. Employees wishing to terminate dues deduction may do so during the first week of January and July. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President or designated local officer, then forwarded to payroll for processing within one (1) workweek of receipt.
- D. The City agrees to forward to the Local Union all dues withheld pursuant to valid authorization cards. The Local Union shall designate in writing to the City where the dues shall be sent.
- E. The City agrees that the City Payroll Division will process the voluntary authorization for dues deduction cards by current pay period, and will notify Local Union 2962 of the new member status on the bi-weekly membership roster.
- F. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

## **SECTION 5. UNION RIGHTS**

- A. Leave with pay will be granted to one Union Official to attend Labor Board and Personnel Board meetings or hearings when White Collar Union issues will be heard and when they are held during the Union Official' s normal work shift. Requests for leave under this subsection must be made at least three days in advance on the appropriate form P-30, and must be approved by the Employee Relations Office.
- B. Union Stewards shall, after approval from their supervisor, be allowed reasonable time off with pay to represent employees in grievance hearings in the department in which they are employed. Union stewards shall, after approval from the Office of Employee Relations, be allowed reasonable time with pay to represent employees in other departments with no steward currently serving. Grievants and witnesses in grievances may, after approval from their supervisor, be allowed reasonable time with pay to participate in grievance hearings. All requests for leave under this subsection must be made as far in advance as possible on the appropriate form P-30. Such approval shall not be unreasonably withheld. Time off with pay shall not include time spent during non-working hours.
- C. Local Union officers and stewards may be allowed sufficient time off without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, workshops, etc. Upon approval, the employees shall have the option of utilizing any accumulated vacation time in lieu of taking such leave without pay. Such approval shall not be unreasonably withheld, nor shall it be considered unreasonable for management to deny such approval when in the opinion of management, production or staffing requirements are affected by such absence.
- D. The City may provide up to a one-year leave of absence for the purpose of performing Union related duties on a full-time basis.
- E. The Employer agrees that Union officers, staff representatives and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify or resolve a problem.
- F. The Union President, Vice-President, Chief Steward, Union Officers, or other members mutually agreed upon by the parties shall be allowed reasonable time as determined by the Office of Employee Relations, during their normal working hours to handle grievances, resolve conflicts, facilitate the application of this Agreement, or assist in employee management matters. The Union shall furnish the City a list of Union representatives. and their respective jurisdictional areas.
- G. Any representation other than those rights set forth above in this section by City employees other than the designated representatives is to be performed during non-duty hours or while on vacation time. Any request for vacation time under this section must be approved in advance in accordance with City and department policies and procedures.
- H. A bulletin board and space shall be furnished by the City for the posting of official Union notices and other information except religious, partisan politics, derogatory or discriminatory notices. The bulletin board will not be used to criticize the Union, any Union

1 policies, any Union officials, management, any management policies or any management  
2 employees.

## 3 4 5 **SECTION 6. WORK HOURS**

6 A. Traditional work schedules for full-time permanent employees will consist of forty (40)  
7 hours per week, eight consecutive (8) hours per day on five (5) consecutive days; or ten  
8 consecutive (10) hours per day, on four (4) consecutive days.

9 B. Non-traditional work schedules may be implemented for full-time, permanent employees  
10 only after the potentially affected employees and the Union have been allowed to review,  
11 and to provide input concerning the proposed changes.

12 C. All bargaining unit employees will be provided the opportunity to work a complete  
13 workweek. When temporary conditions are such that normal duties cannot be performed  
14 as a result of a lack of equipment or work, alternative duties of benefit to the department  
15 shall be assigned to affected employees. The alternate duties shall be within the  
16 employees bargaining unit. On a voluntary basis, by mutual agreement between the  
17 employee and the supervisor, the employee may utilize accrued vacation or leave without  
18 pay. Nothing in this section shall be construed to preclude actions under the Layoff and  
19 Recall Section. Concerns over alternate duties will be addressed through the Office of  
20 Employee Relations and with Local 2962 President or designee.

21 D. The City and the Union agree to meet and confer at the request of either party, to identify  
22 areas where flex time work schedules may be implemented to benefit both the employees  
23 and the requirement of the City for productivity. In accordance with this subsection, upon  
24 the identification of areas where flex work schedules are to be implemented the City and  
25 the Union will meet and confer at the request of either party to ensure the transition.

26 E. Breaks: Employees shall receive one fifteen-minute rest period during each four  
27 consecutive hours worked. The rest period shall normally be taken in the middle of each  
28 four-hour period. Rest periods may not normally be postponed or accumulated.

29 F. Permanent part-time employees are employees who normally work not less than 20 and  
30 not more than 40 hours per week. A part-time schedule shall be either half-time (40-hours  
31 per pay period) or three-quarter time (60 hours per pay period). The City may flex the  
32 hours of a part-time employee within the pay period, provided, however, that the part-time  
33 employee's hours are not less than 20 or more than 40 in any work week.

## 34 **SECTION 7. OVERTIME**

35 A. As a condition of employment, employees may be required to work overtime. Overtime  
36 work is generally discouraged. Employees shall be paid at the rate of time and one-half  
37 (1-1/2) for all hours worked in excess of forty (40) hours per week.

38 B. For the purpose of computing overtime, paid leave will be considered time worked.

39 C. Employees required to work on holidays will be paid regular holiday pay plus time and  
40 one-half (1-1/2) for the hours actually worked.

41 D. A meal period of thirty (30) minutes on non-pay status shall be offered to employees  
42 required to work more than two (2) hours beyond their regular shift.

43 E. In case of a declared emergency by the Mayor or CAO, employees will work as assigned.

- 1 F. Each section, or division where sections do not exist, shall maintain a class seniority list  
2 in descending order where the most senior employee is listed first. If overtime is required  
3 in a division or section, the division manager or section head shall schedule overtime to  
4 employees on the basis of seniority in classification, unless the division manager or  
5 section head determines in good faith that the overtime assignment requires specific job  
6 skills/license/experience that warrant the assignment of an employee who may not be the  
7 most senior. Qualified employees shall be offered overtime work on a rotational basis  
8 from the seniority list. The first employee on the list shall be the first to be offered  
9 overtime. If any employees on the list have been offered the opportunity to work overtime.  
10 If all employees on the list decline overtime work, the division manager or section head  
11 shall assign overtime on a rotational basis in reverse order of the class seniority list.
- 12 G. Only those overtime work assignments, which overlap the end of a work shift, will first be  
13 assigned to the employees who are performing the work at the end of the regular shift. All  
14 other overtime will be administered in accordance with Subsection F.
- 15 H. Employees who decline to work two (2) voluntary overtime assignments during a calendar  
16 quarter may be removed from the voluntary overtime list for the duration of the quarter at  
17 the discretion of management. Disputes regarding the removal of an employee from the  
18 voluntary overtime list will be addressed through the Office of Employee Relations for  
19 resolution.

## 20 **SECTION 8. COMPENSATORY TIME**

- 21 A. Employees who are required to work overtime in excess of their normal 40-hour work  
22 week may choose one and one-half time payment or one and one-half time  
23 compensatory time. The employee must make this choice prior to working the overtime  
24 assignment.
- 25 B. Employees will be allowed to accrue a maximum of 84 hours (56 hours at one and  
26 one-half time) of compensatory time. Approved compensatory time will be used on a first-  
27 in, first-out basis, with a maximum retention period of 365 days. Compensatory time not  
28 used within 365 days from the date it was accumulated will be paid at the employee's  
29 current hourly rate and will be deducted from their compensatory time accruals. For  
30 purposes of computing overtime, paid compensatory time is not considered as time  
31 worked.
- 32 C. Employees who have compensatory time shall, upon termination of employment, be paid  
33 for the unused compensatory time at their current rate of pay if it cannot be scheduled  
34 and taken prior to the termination date.

## 35 **SECTION 9. LUNCH PERIODS**

- 37 A. The City shall give each employee a lunch break of at least thirty (30) minutes but not to  
38 exceed one hour on non-pay status for each work shift of eight (8) or more hours.
- 39 B. The lunch period shall occur approximately midway during the work shift. When a  
40 scheduling conflict arises, supervisors will assign lunch periods by seniority except during  
41 an emergency or unusual situation. The daily lunch schedule will be posted. Employees  
42 will not remain at their workstation (i.e. desk) during this lunch break as described above.
- 43 C. In essential service positions, management may provide a paid lunch period requiring  
44 employees to remain at their workstations.

## **SECTION 10. WORK SHIFTS**

- A. 1) Any employee regularly assigned to the swing or graveyard shift is entitled to shift differential pay.
- 2) Any shift, which begins between the hours of 3:30 am, to 11:29 am, shall be considered the day shift.
- 3) Any shift, which begins between the hours of 11:30 am, and 7:29 pm, shall be considered the swing shift, and shall be paid swing differential pay.
- 4) Any shift, which begins between the hours of 7:30 pm, and 3:29 am, shall be considered graveyard shift, and shall be paid graveyard shift differential pay.
- 5) Shift differential shall be paid on the basis of the employees regularly assigned/designated shift. This shall not be affected by temporary changes in work shifts.
- B. Shift-days off will be bid for by seniority within classification within the given work unit, provided management may require that one-half (1/2) of the unit be made up of employees with at least one (1) year experience.
- C. No employee shall be required to work two complete consecutive shifts or the majority of the second shift, without the equivalent of one complete shift of non-work status following the second assignment.

## **SECTION 11. SHIFT-DAYS OFF BID**

- A. Employees will be given the opportunity to bid semi-annually on shift or days off in work units where shift work exists. A Union representative will be present to assist with the bid. It is the responsibility of the union to have a representative present. The bidding process will not be delayed because of a Union representative not being present. There will be a full-time bidding roster for full-time positions and a part-time bidding roster for part-time positions in work units where this applies.
- B. Bidding for shift or days off will commence during the first ten (10) calendar days of the months of January and July. The new bid assignment will then take place at the start of the next full pay period. Management will provide to the Union President or designee a copy of the new shifts or days off assignments to be offered one (1) week prior to the bid. Seniority as defined in Section 32B, of this Contract will be used for the purpose of bidding for shifts or days off. Employees who change shifts as a result of a bid must re-submit any scheduled vacation for review and approval within the new shift assignment.
- C. When a vacancy on shifts or days off is to be filled, reasonable efforts will be made to ensure that it is filled in an expeditious manner. The initial vacancy will be offered and filled by order of seniority; the second vacancy created by this process will be offered and filled by order of seniority; the third vacancy created by this process may be filled at management's discretion for the duration of the current bid, only. Should no one bid for these vacancies, reassignments will be made in a reverse order of seniority.
- D. Permanent full-time employees may only bid for full-time positions and permanent part-time employees may only bid for part-time positions.
- E. The Union President may appoint an employee from each department to provide input into the development and operation of the bidding process.
- F. A supervisor may permit employees to mutually agree to exchange bidded slots for hardship reasons. The City and the Union must agree.



1 G. Bidding roster for interim vacancies will be posted for five (5) working days within the  
2 work unit and will be filled on seniority basis (Section 11 C). The implementation of the  
3 results of this bid selection may only be delayed due to staffing requirements until the  
4 vacant position is filled.

## 6 **SECTION 12. CHANGE IN WORK HOURS OR WORK LOCATIONS**

7 A. The City and the Union recognize the employee' s need for advance notificationfor  
8 changes in work locations/hours to accommodate problems with childcare and/or  
9 transportation. The following time requirements shall be considered as minimum:

10 A permanent change in work hours/locations shall require a 120-hour advance notice (to  
11 include a minimum of 3 working days to the employee.

12  
13 B. The parties recognize that temporary changes in work hours or locations are solely  
14 intended to promote productivity, and to allow flexibility to respond to the needs of  
15 employees and management in addressing changing work place tasks. Temporary  
16 changes in work hours or locations will not exceed 30 days.

17 C. A change in work locations shall be defined as a change in the actual City facility in which  
18 an employee works, and shall not include changing offices or work spaces located within  
19 the same facility.

20 D. Concerns over changes in work hours/locations will be addressed through the Office of  
21 Employee Relations and with the Local 2962 President or designee.

## 23 **SECTION 13. STAND-BY TIME**

24 A. Employees assigned to standby time status shall receive four (4) hours of straight time  
25 pay for each twenty-four (24) hour period. Should an employee be unable to complete a  
26 standby assignment and another employee has to be assigned, the standby pay for that  
27 period will be pro-rated between the employees who worked the assignment.

28 B. Such 24-hour period shall start at the time the employee begins his/her standby status.

29 C. It shall be the responsibility of the employee placed on standby status to keep his/her  
30 supervisor informed as to where he/she can be reached. Standby time shall not be  
31 considered time worked for the purpose of computing overtime payment. It is recognized  
32 that employees on standby status who are provided pagers are not covered by this  
33 section. Employees with pagers are not paid for standby time.

## 34 **SECTION 14. CALL-IN-GUARANTEE**

35 An employee called back to work in addition to his/her normal work schedule will be guaranteed  
36 for each such call-in a minimum of two hours straight time or time and one-half for the actual  
37 hours worked, whichever is greater. This provision shall not apply if the assignment immediately  
38 follows or precedes a regular work shift. Call in time begins when the employee who was called  
39 in reports to his/her workstation.

## 40 **SECTION 15. INJURY TIME**

41 A. Injury Time shall be applied in accordance with the Merit System Ordinance and  
42 Personnel Rules and Regulations.

- 1 B. Injured or disabled employees will be accommodated in accordance with Federal Law.
- 2 C. Employees who exhaust their sick leave after using their injury leave benefit will be paid
- 3 their vacation leave balance in a lump sum and may be granted leave without pay up to
- 4 one year.
- 5 D. It is understood that I-Time protects compensation at full pay (take home pay). It is further
- 6 understood that each normal work hour is protected at full pay (hourly rate) up to 960
- 7 hours of protection. The I-Time protection of income, hour by hour, and Worker
- 8 Compensation benefit will continue as provided by law.
- 9 E. After exhausting Injury Time benefits, bargaining unit employees may request donated
- 10 leave as provided by the Personnel Rules and Regulations.

11 **SECTION 16. LEAVE WITH PAY**

- 12 A. Leave with pay is available for the following reasons: vacation, sickness, injury,
- 13 emergency, City business, jury duty, voting, annual military service, education and the
- 14 employee' s birthday. Employees who work on their birthday shall receive an alternate day
- 15 off that they must schedule with the approval of their supervisor within one calendar year
- 16 from their actual birthday. This shall not be calculated at time and one-half. All requests
- 17 for leave will be submitted for approval on City form P-30, "Request for Leave of
- 18 Absence", and will have the necessary documentation attached. Except in cases of
- 19 emergency, the form P-30 must be submitted and approved in advance of the requested
- 20 leave. In case of emergency, if an employee is to be absent from duty before the
- 21 necessary forms have been submitted and approved, he/she must request approval from
- 22 his/her immediate supervisor within a reasonable amount of time before he/she is
- 23 regularly scheduled to report for duty.

- 24 B. Holidays for the employees are as follows:

25	New Year' s Day	January 1
26	Martin Luther King' s Birthday	Third Monday in January
27	President' s Day	Third Monday in February
28	Memorial Day	Last Monday in May
29	Independence Day	July 4
30	Labor Day	First Monday in September
31	Veteran' s Day	November 11
32	Thanksgiving Day	Fourth Thursday in November
33	The Day After Thanksgiving Day	Fourth Friday in November
34	Christmas Day	December 25

- 35 1. The employee shall receive holiday pay, depending on the employee' s normal
- 36 work shift, at his/her normal hourly rate. For the purpose of computing overtime, an
- 37 employee will be credited with holiday time plus the number of hours worked.
- 38 2. An employee called back to work on a holiday will receive a minimum of three
- 39 hours straight time pay or time and one-half for the hours actually worked,
- 40 whichever is greater, in addition to holiday pay.
- 41 3. Employees working in positions who are not normally required to work holidays
- 42 may float that holiday with the approval of management. Approval to work holiday
- 43 must be submitted in writing not later than 48 hours in advance of the holiday.
- 44 Employees working the holiday will receive straight time pay for the time worked.
- 45 Floated (Floated Holiday) time must be taken within 180 days of its accrual.

4. In filling the routine staffing requirements for holidays, the required personnel will be assigned from a roster of those employees who have indicated a desire to work on the holiday, on a rotating basis, or float the holiday based on seniority in classification, by work unit, by shift and by normal workdays. If staffing requirements cannot be met from those who volunteer, then those employees who are required to work shall be assigned on the basis of reverse order of seniority, on a rotating basis, in classification by work unit, by shift and by normal workdays. Employees ordered to work may choose to float the holiday or receive the holiday as specified in paragraph B 1.

5. All holidays may be designated as a floating holiday by the employee. A floating holiday is available only to those employees who are required to actually work on their holiday. Employees taking this option will accumulate "holiday time" of 1-1/2 hours for each hour worked. Records of "holiday time" will not be added to vacation balances but will be separately tabulated. Employees must use their "holiday time" within 180 days from the date it was accumulated. Employees who fail to use their holiday time within 180 days will be paid for time accumulated at time and one-half and the time will be stricken from their records. "Holiday time" cannot be converted to cash upon termination of employment.

6. If a contractually designated holiday falls on the first day of an employee's normal days off, the holiday will be observed on the previous day. If a contractually designated holiday falls on the second day of an employee's normal days off, the holiday will be observed on the following day. If a contractually designated holiday falls on the third day of an employee's normal days off, the holiday will be observed on the following day.

#### **SECTION 17. LEAVE TO VOTE**

State Law requires, under certain conditions, all employees who are registered electors be granted two hours with pay between the opening and closing of the polls to vote on all election days. Department directors must grant this time off for voting if requested by employees registered to vote. Department directors should schedule the time taken so that offices remain open during the normal working hours and the work of the department is affected as little as possible.

Departments will not grant time off with pay to any employee whose normal workday begins more than two hours after the opening of the polls, or ends more than three hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose. Department directors may require an employee to prove that he/she is a registered and eligible voter.

#### **SECTION 18. LEAVE FOR WORK OFF SITE**

- A. Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct the City's business at a location other than the employee's normal workstation. Leave with pay may also be considered when an employee's participation is necessary for official City investigations and for court appearances when the employee's attendance is required on behalf of the City.
- B. Leave with pay may also be authorized by the Chief Administrative Officer for services or activities of an employee outside the scope of his/her employment that can reasonably be anticipated to directly or indirectly benefit the City.

#### **SECTION 19. ANNUAL AND EMERGENCY MILITARY LEAVE**

Military leave with pay will be authorized for all employees, who are members of the National Guard or Air National Guard of New Mexico, or any organized reserve unit of the Armed Forces of the United States, including the Public Health Service for a period not to exceed 120 hours in each calendar year. This leave is in addition to other authorized leave, when they are ordered to active duty training with such units.

In addition, all employees who are members of an organized reserve component may be granted leave with pay not to exceed 120 hours in each federal fiscal year for the purpose of attending organized courses of instruction or training periods authorized for such personnel. All employees called to active duty in emergencies declared by the Governor or the President for short periods of time shall be granted military leave with pay not to exceed 120 hours. A copy of orders must be attached to all requests for military leave, annual or emergency. No vacation may be taken either five (5) working days prior to or after the military leave. All parties agree to comply with Personnel Rules and Regulations and Resolution R-01-351 enacted by City Council, effective September 11, 2001.

## **SECTION 20. VACATION LEAVE**

A. Vacation leave will accrue on a monthly basis from the date of current permanent employment. A permanent employee separating after he/she has served for one or more consecutive months shall be compensated for unused vacation, not to exceed seventy-eight (78) biweekly accruals computed to the date of separation. Vacation accumulation will be computed as of the last day of the pay period that includes December 31 each year and the excess of seventy-eight (78) biweekly accruals will be dropped from the record. No vacation leave will be granted before it is accrued. Vacation leave will not be unreasonably denied. When a legal holiday that would have been a regular work day for the employee occurs during vacation, it shall not be charged as vacation leave but as a holiday. Leave without pay may be used to supplement vacation leave up to the maximum amount of vacation utilized. Hours worked in addition to the regularly scheduled work cycle will not entitle an employee to additional benefits. In work units where staffing levels are such that employees are unable to use their vacation accruals, the City and the Union may negotiate to permit vacation sellback by Memorandum of Understanding.

B. An employee shall accrue vacation as follows

CONTINUOUS SERVICE	REGULAR WORK WEEK	ACCRUAL	ACCRUAL
1 mo. To 5 years	40 hours	3.85 hours	12.5 days (100 hours)
5 to 10 years	40 hours	4.62 hours	15 days (120 hours)
10 to 15 years	40 hours	5.54 hours	18 days (144 hours)
15 or more years	40 hours	6.16 hours	20 days (160 hours)

C. Pay for accrued vacation leave may be obtained by an employee before taking his/her vacation leave, if at least three weeks notice is given to his/her department director and the City's central Payroll Division.

D. In work units where shift work is performed, employees will be offered the opportunity during the first week of each shift bid cycle to submit vacation requests for periods of forty hours or more. These requests will be approved on the basis of seniority by classification within the work unit, and shift assignment, as staffing levels provide. Employees may only apply for vacation leave for the amount they have accrued at the time of their request. Request for vacation leave will only be approved within the current bid cycle. Within fourteen (14) calendar days, the employee will be given a written response of approval or disapproval of leave.

E. Subsequent request for vacation leave will be approved on a first come, first served basis as staffing levels permit. A response will be given in reasonable time. If two or more employees submit a request for vacation at the same time for the same time period, approval will be granted on the basis of seniority, by classification within the work unit and

1 shift assignment, as staffing levels permit. An employee may not take vacation without  
2 prior approval of his/her supervisor.

3 F. In work units where shift work is not performed, vacation requests will be approved on  
4 first come, first served basis, as staffing levels permit. If two or more employees submit a  
5 request for vacation at the same time for the same time period, approval will be granted  
6 on the basis of seniority, by classification within the work unit, as staffing levels permit. An  
7 employee may not take vacation without prior approval from his/her supervisor.

8 G. No employee regardless of work unit or shift will be allowed to use his/her seniority and  
9 bump another employee from vacation that has already been approved.

10 H. The parties may agree to other methods of scheduling vacation by memorandum of  
11 understanding.

## 12 **SECTION 21. SICK LEAVE**

13 This section will be administered throughout every City Department as the sole Sick Leave  
14 procedure for Clerical and Technical Employees.

15 A. Upon the death of an employee, the City will pay cash to the designated beneficiary (as  
16 identified in the City's life insurance policy) for 100% of the sick leave accrued by the  
17 employee. The employee must be in an employment status that authorized the accrual of  
18 sick leave benefits.

19 B. The maximum sick leave accumulation for classified employees will be 1200 hours for a  
20 forty (40) hour workweek or a prorated amount for a regular workweek other than forty  
21 (40) hours. Sick leave shall accrue at the rate of 3.70 hours per pay period.

22 C. Provided the employee has an accrued sick leave balance, sick leave may be granted for  
23 absence from duty because of personal illness, illness of a spouse, domestic partner,  
24 son, daughter, or parent as these terms are defined in Section 401.11, L. of the City of  
25 Albuquerque Rules and Regulations. Personal illness is defined to include scheduled  
26 doctor's appointments for health examinations, evaluation and/or treatment. Doctor's  
27 appointments may require documentation.

28 D. Sick leave used for the following reasons will be exempt from the personal illness as  
29 defined in the City of Albuquerque Rules and Regulations:

- 30 1. Emergency Leave: when a doctor certifies that an employee's attendance with an  
31 ill or injured dependent living in the employee's household is medically necessary.
- 32 2. Hospitalization, to include out patient surgery.
- 33 3. Leave taken pursuant to the Family Medical Leave Act.
- 34 4. Leave taken as a reasonable accommodation pursuant to the Americans With  
35 Disabilities Act.
- 36 4. Leave taken as a reasonable accommodation pursuant to the Americans With  
37 Disabilities Act.
- 38

39 E. No disciplinary action shall be taken against an employee not in compliance with  
40 Subsection D, except in the case of a flagrant violation.

41 F. An employee who makes a false claim for sick leave, signs a certificate/statement  
42 containing a false statement, refuses to be examined by a doctor selected by the City, or  
43 fails to cooperate in any investigation by the City of his/her claim for sick leave shall not

be entitled to any leave with pay for the time in dispute. Such actions are considered just cause for disciplinary action up to and including termination.

G. Sick Leave Emergency may be granted for a maximum of three (3) days in case of death in the employee's, spouse's, or domestic partner's immediate family. An additional day may be granted for every 500 miles travel one-way from Albuquerque required to attend funeral services. Proof of the death may be required.

H. If a holiday occurs and an employee is on sick leave the employee will be charged to holiday off.

I. Hardship leave will be provided in accordance with the City of Albuquerque Rules and Regulations.

#### J. Sick Leave Conversion

The maximum sick leave accumulation will be 1,200 hours for a forty (40) hour workweek or a prorated amount for a regular workweek other than forty (40) hours.

Employees who have reached the specified accumulation levels listed below may exercise one of the available options. The option to convert sick leave will be offered only in November of each year. Employees electing to not convert sick leave will continue to accrue sick leave up to the maximum of 1200 hours.

The following conversion formula will be used to convert accumulated sick leave:

1. Sick leave accumulated over 500 hours may be converted at:

a. Three (3) hours of sick leave to one (1) hour of vacation, or

b. Three (3) hours of sick leave to one (1) hour cash payment

2. Sick leave accumulation over 850 hours may be converted at:

a. Two (2) hours of sick leave to one (1) hour of vacation, or

b. Two (2) hours of sick leave to one (1) hour cash payment

3. Sick leave over 1,200 hours must be converted at:

a. Three (3) hours of sick leave to two (2) hours of vacation, or

b. Three (3) hours of sick leave to two (2) hours cash payment

#### K. Sick Leave Conversion at Retirement

An employee may convert 100% of accumulated sick leave to be applied to Early Retirement leave immediately prior to the effective date of retirement. Employees in Early Retirement are not entitled to salary increases afforded other City employees. Employees in Early Retirement are entitled to all benefits except vacation and sick leave accruals, donated leave and hardship leave.

L. The City will evaluate the feasibility of providing health and dental insurance coverage for those employees on FMLA leave without pay on a case-by-case basis. If the City

provides coverage during this period, the cost of this benefit shall be reimbursed to the City upon the employee's return to work.

## **SECTION 22. FAMILY MEDICAL LEAVE ACT**

- A. The parties agree that the City will comply with the provisions of the Family Medical Leave Act (FMLA). Questions or concerns dealing with the FMLA will be addressed through the Human Resources Department. FMLA Leave will be administered in accordance with the current City policy implementing Federal FMLA requirements.
- B. Upon exhaustion of FMLA benefits bargaining unit employees may request donated leave as provided by the Personnel Rules and Regulations.
- C. In the event the City revises its current FMLA policy, the Union will be given input in writing, through the Office of Employee Relations, prior to implementation of the policy.

## **SECTION 23. JURY DUTY**

Any employee who is called to serve required jury duty will be paid his/her regular pay for the employee's normal scheduled work time while serving on jury duty. The employee shall pay over to the City any fees received for jury duty unless the employee is serving jury duty on his/her normally scheduled days off.

## **SECTION 24. LEAVE WITHOUT PAY**

- A. All requests for leave without pay require approval of the department head or his/her designee, and any request for leave without pay for two weeks or more requires approval of the Chief Administrative Officer.
- B. An employee may be granted leave without pay for a period not to exceed one year as a result of sickness or disability when certified by a medical doctor, or to run for non-City public office, or for additional vacation time, or for good and sufficient reason which the CAO considers to be in the best interest of the City.
- C. Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing himself/herself for a career within the City service. Training provided by technical, vocational trade schools and colleges approved by the Veteran's Administration will be accepted by the City under this Subsection.
- D. An employee elected or appointed to a full-time non-City public office will be granted a leave of absence to enable him/her to hold such office.
- E. Time taken off as leave without pay in conjunction with this section shall be counted as continuous service for calculating seniority for layoff and shift days off bid. Time taken off on leave without pay for Union business will be referred back to Section 32, Seniority.

## **SECTION 25. MATERNITY AND PATERNITY LEAVE**

- A. A female employee who has completed probation is eligible for a leave of absence from City employment for a period of up to one year, for maternity leave, in accordance with the provisions of the City Personnel Rules and Regulations and applicable Federal and State Laws.
- B. Paternity Leave will be granted in accordance with the provisions of the Family Medical Leave Act.

- 1 C. Leave taken by male or female employees pursuant to this section shall not be counted  
2 as personal absence sick leave usage under Section 21 of this Agreement.
- 3 D. Departments utilizing a sick leave incentive program will not penalize the employee from  
4 participation in the incentive program while on approved Maternity and Paternity Leave  
5 under this section.
- 6 E. Questions or concerns dealing with leave requests under this section shall be resolved by  
7 the Department of Human Resources.

## 8 **SECTION 26. LAYOFF AND RECALL**

- 9 A. If it becomes necessary to have a reduction in the work force in the City, employees will  
10 be laid off in reverse order of seniority within classification. Seniority for the purposes of  
11 Layoff and Recall is defined as a full-time permanent employee with the City (date of hire)  
12 applied to the classification held. Seniority will be retained in any previously held  
13 classification.
- 14 B. The City shall notify the Union at least thirty (30) days prior to any reduction in force. The  
15 Union will be afforded the opportunity to meet with the City to discuss the circumstances  
16 requiring the layoff and any proposed alternatives. Employees laid off due to a reduction  
17 in work force will be called back to work by classification in their seniority order.
- 18 C. Laid off employees have the responsibility of keeping the City informed as to their correct  
19 mailing address. The City will advise the employee to be recalled by certified or registered  
20 United States Mail. A copy of such recall notice will be furnished to the President of the  
21 Albuquerque Clerical and Technical Employees Union. An employee upon receiving  
22 notice of recall, will, within seven (7) working days, acknowledge receipt by certified or  
23 registered mail advising the Director of Human Resources of the date he/she will be  
24 available for service, which available date must not be later than thirty (30) calendar days  
25 from the date the employee receives the recall notice. Employees failing to comply with  
26 this section will forfeit their recall rights. It is understood that the City will have discharged  
27 its obligation of notification to laid off employees by having forwarded the recall notice as  
28 herein outlined. Employees shall retain seniority held at time of layoff.
- 29 D. The CAO and the Director of the Human Resources Department are responsible for  
30 approving all layoffs and offering transfers or placement offers to employees facing layoff.  
31 Employees in layoff status will be terminated two (2) year from the effective date of layoff  
32 if they have not been placed or upon refusal to accept an offer of placement into a  
33 position of equal grade or comparable pay.
- 34 E. No new employee will be hired in the C series jobs until all laid off qualified employees in  
35 the bargaining unit have been given the opportunity to return to work. Employees will be  
36 given notice of ten (10) working days prior to being placed on layoff status.
- 37 F. An employee downgraded from one position to another, due to a reduction in the  
38 workforce, will receive a one (1) step decrease in pay for each grade decreased.
- 39 G. Laid off employees can bid on City advertisements.

## 40 **SECTION 27. EMPLOYEE'S PERSONNEL FILE**

- 41 A. A copy of any material pertaining to an employee's performance or to disciplinary actions  
42 to be placed in the employee's personnel file must be presented to the employee for  
43 signature and review.



- 1 B. All employees shall be allowed to review the contents of their personnel file during normal  
2 working hours (8:00 am to 5:00 pm) with the exception of medical files. Reasonable  
3 requests for copies or documents in the file shall be honored and reasonable charges  
4 made for such copies.
- 5 C. Only the file kept in the Human Resources Department will be used for interdepartmental  
6 interviews.
- 7 D. For the purposes of interviews, working files may be viewed by departmental authorized  
8 personnel. Departmental working files will be viewed by employees upon request to their  
9 immediate supervisor at a time mutually agreeable to by both parties. Departmental  
10 working files may be purged once a year by the Division Manager or Departmental  
11 Director. For the purposes of material to be placed in an employee' s personnel file,  
12 documents will be signed by the employee and management as to receipt of that  
13 document. This will only signify that the employee has read and received a copy of that  
14 document.
- 15 E. Human Resources Department files are a permanent record of an employee' s  
16 performance with the City of Albuquerque. Such files will not be purged without the  
17 authorization of the Mayor or his designee.

## 18 **SECTION 28. PERFORMANCE EVALUATIONS AND/OR APPRAISALS**

19 Any employee may review a negative performance evaluation appraisal through the chain of  
20 command up to the Department Head. An employee shall not be required to sign a negative  
21 performance evaluation appraisal.

## 22 **SECTION 29. WORK ASSIGNMENTS/REORGANIZATIONS**

23 If work assignments are to be changed as a result of reorganization and/or changes in  
24 assignment, the parties will agree to meet and confer to establish dialogue regarding the issues,  
25 and to allow the party with the concern to provide input regarding alternative solutions. If the  
26 parties are unable to reach an agreement upon a solution, the issue will be referred to the  
27 department director and the Union for final input by the Union and resolution by the department  
28 director.

## 29 **SECTION 30. DISCIPLINARY ACTION**

- 31 A. In the event discipline is to be implemented, action will be initiated within ten (10) working  
32 days of the commission, omission or discovery of the act. In cases requiring lengthy  
33 investigation, disciplinary action will not be initiated until the facts have been established.
- 34 B. A hearing shall be convened to allow the employee and his/her representative the  
35 opportunity to explain the reasons for the employee' s actions or lack of action, which may  
36 result in disciplinary action other than an oral reprimand. In notifying the employee of the  
37 measure of discipline to be imposed, it is recognized that the employee has the right to  
38 have Union representation. Within 72 hours prior to the pre-determination hearing the  
39 employee and his/her representative will be allowed the opportunity to review all evidence  
40 relevant to allegations/charges against the employee. The employee may request copies  
41 of evidence. Management will make a reasonable effort to accommodate such requests,  
42 at the employee' s expense.
- 43 C The City may discipline employees for just cause. The level of discipline shall be  
44 commensurate with the level of the infraction, taking into consideration the operational  
45 requirements of the employee' s work unit. Management shall evaluate options for  
46 imposing progressive discipline prior to the issuance of written reprimands and  
47 suspensions.

- 1 D. City management is encouraged to utilize positive corrective action as a method of aiding  
2 employees in avoiding work rule violations and assisting in employee development.  
3 Although the parties hope that such corrective action will be a positive interaction  
4 between the employee and management, it may also be used to demonstrate  
5 management' s attempts to improve the employee' s performance.
- 6 E. If management has a need to correct an employee regarding the employee' s conduct or  
7 to correct the handling of the employee' s work it shall normally be done in private. If a  
8 problem on this issue arises, the Union shall initiate a meeting with the Office of  
9 Employee Relations to attempt to resolve the concerns at the earliest opportunity.
- 10 F. In cases where management determines a suspension is warranted, they are encouraged  
11 to utilize the provisions of the Merit System Ordinance that allows for working  
12 suspensions of up to 5 days. Management shall determine whether or not the suspension  
13 of up to 5 days is with or without pay.
- 14 G. Prior to the identification of discipline to be imposed by management, the employee on  
15 his/her own will be given the opportunity to prescribe his/her own discipline. If the  
16 employee' s proposal is accepted by management, the issueshall be considered settled  
17 and the action shall not be grieved.
- 18 H. Prior to the filing of an appeal the Union President/Designee shall attempt to resolve the  
19 discipline imposed. An extension of the ten (10) day time frame may be agreed upon by  
20 both parties.

## 21

## 22 **SECTION 31. GRIEVANCE PROCEDURE**

- 23 A. Nothing in this Agreement shall prevent any employee from instituting or pursuing any  
24 grievance on his/her own behalf or with the assistance of the Union, in accordance with  
25 the provisions of the Merit System Ordinance.
- 26
- 27 B. The aggrieved employee may have Union representation at any step in the grievance  
28 process.
- 29 C. As a condition of employment, employees are required to appear as witnesses in  
30 grievance hearings when requested by the aggrieved employee or by the City. Requests  
31 for the appearance of witnesses will be made through the Office of Employee Relations.  
32 An employee called as a witness during working hours shall be paid at his/her regular  
33 rate of pay. The employee will be required to return to work when he/she is no longer  
34 needed as a witness.
- 35 D. Employees called as witnesses during time off shall be paid at straight time for the time  
36 spent at the hearing by whichever party is requiring the employee to appear. This time is  
37 not considered time worked for the purpose of computing overtime compensation.
- 38 E. An officer or steward will be allowed reasonable time off with pay to represent an  
39 employee during a pre-determination or grievance hearing.
- 40 F. The Union President and the Office of Employee Relations will meet as necessary to  
41 review the disciplinary actions, pending grievances, and other matters of mutual concern  
42 in an attempt to resolve these problems informally.
- 43 G. In lieu of scheduling a pre-determination hearing, an employee and his/her department  
44 director may agree in writing to attempt to resolve a disciplinary action through mediation,  
45 as coordinated through the City Legal Department. Discipline will be resolved and  
46 concluded by mutual agreement.

1 Mediation may be invoked by the parties by mutual agreement at any step during the  
2 Grievance procedure. Any pending timelines at that time shall be suspended during the  
3 course of mediation without prejudice to either party.

4 H. A grievance shall be defined as an alleged violation of a specific provision of this  
5 Agreement. Discipline grievances shall be appealed in accordance with the City's merit  
6 System Ordinance with the exception set forth under paragraph I herein. A non-  
7 disciplinary grievance shall be filed in writing with the employee's department director no  
8 later than ten (10) working days after the employee knew or reasonably should have  
9 known that a grievance has occurred. No later than ten (10) working days after the  
10 director receives the written grievance, the director shall submit a written response to the  
11 Union. A copy will be sent to the Employee relations Officer.

12 If an employee or the Union is not satisfied with the director's written disposition, or if the  
13 department director does not submit the director's decision within the ten (10) work day  
14 time limit set forth above, the Union may appeal the grievance to the Employee relations  
15 Officer no later than ten (10) working days after the employee or Union received the  
16 written disposition or the deadline for the director to issue the disposition has expired,  
17 whichever comes first. The Employee relations Officer shall meet with the grieving  
18 employee and the Union no later than fifteen (15) working days after the Employee  
19 relations Officer receives the appeal.

20 The Employee relations Officer will issue a written disposition on the grievance to the  
21 Union and the department director no later than ten (10) working days after the close of  
22 the Employee Relations Officer's meeting cited above.

23 If the Union is not satisfied with the Employee relations Officer's written disposition, or if  
24 the Employee Relations Officer does not submit the Officer's written decision within the  
25 ten (10) working day time limit set forth above, the Union may appeal the grievance to the  
26 City's Labor-Management Relations Board. The parties will thereafter comply with the  
27 Board's rules and procedures.

28 I. If the Union is not satisfied with the CAO' s written disposition regarding a termination, the  
29 grievance may be submitted to final and binding arbitration by the Union but not by the  
30 individual grievant within fifteen (15) working days after receipt of the written response by  
31 the CAO.

32 Within fifteen (15) working days of the written demand for arbitration, the Union shall  
33 make a request for a panel of seven (7) arbitrators from the Federal Mediation and  
34 Conciliation Service (FMCS) unless the parties by such time agree upon an arbitrator.

35 Within fifteen (15) working days after receipt of a list of arbitrators, the parties shall confer  
36 to select the arbitrator. The Union and the City alternately eliminating names shall make  
37 the selection. The last name remaining shall be the arbitrator. The parties shall flip a coin  
38 to determine who shall strike the first name. If either party fails or refuses to strike a name  
39 from the list, the other party may request that the FMCS unilaterally appoint an arbitrator  
40 to hear the matter. Once an arbitrator is either selected by the parties or appointed by the  
41 FMCS, the arbitrator shall have full jurisdiction.

42 The decision of the arbitrator shall be based upon the facts established by the testimony  
43 and documents presented in the case. The arbitrator shall no power to add to, subtract  
44 from, alter or modify any of the terms of this Agreement, but may give appropriate  
45 interpretation or application to such terms and apply appropriate relief. The arbitrator shall  
46 not have authority to make an award which includes a fine or other punitive damages or  
47 an award of attorney' s fees. Each party shall pay onehalf (1/2) of the arbitrator' s fees ad  
48 expenses. The arbitrator' s decision shall be final and binding upon the parties subject to  
49 the laws of the State of New Mexico. In arbitrations challenging a disciplinary action, the  
50 City shall have the initial burden of proof. If the Union initiates a suitable agreement  
51 before arbitration, and the City declines the offer, the City will pay the full cost of the  
52 arbitration if the City loses the case. If the arbitrator orders reinstatement of the

employee, the arbitrator's back pay award shall be limited to pay and benefits for time lost less any compensation the employee earned after the termination.

- J. Alleged violations of the commitments set forth in the second paragraph of the Preamble may be appealed to the City's Equal Employment Office (EEO) for redress. If the employee is not satisfied with the EEO's disposition of the issue, the employee may appeal the issue to the appropriate federal or state agency or, if Administrative Instruction 7-18 is alleged to have been violated and if the protection alleged to have been violated does not fall under the jurisdiction of a state or federal agency, the issue may be appealed through this Agreement's Grievance Procedure.

## **SECTION 32. SENIORITY**

Unless otherwise specifically defined in this agreement, seniority for the purposes of this Agreement shall be defined as follows:

- A. Length of continuous service with the City as a permanent employee.
- B. For the purposes set forth in Section 11, Shift-Days Off Bid and Section 7, Overtime, seniority shall be defined as length of continuous service in a department by classification within a work unit as a permanent employee.
- C. Each department will maintain two (2) separate seniority lists: one (1) for full-time permanent employees and another for part-time permanent employees. If an employee transfers from one employment status to another, the employee will move to the bottom of the seniority list.
- D. Continuous service will not be interrupted if the employee was on an approved leave of absence.
- E. Seniority will be measured from the employee's date of hire.
- F. Ties in seniority will be broken by drawing lots in the presence of a Union and management representative.
- G. The parties agree to meet to resolve issues of shift preference, overtime and holiday seniority caused by the forced transfer of an employee due to job abolishment, to be completed prior to the actual transfer date.
- H. Employees involuntarily transferred to a new work unit due to reorganization shall retain all seniority rights previously accrued within the employee's classification within the bargaining unit.
- I. In the instance of two or more non-probationary employees hired on the same day in the same department, the employee who has more City seniority will receive the higher department seniority rights.

## **SECTION 33. BIDDING AND VACANCY ADVERTISEMENTS**

- A. Any employee who believes he or she meets the qualifications to fill an advertised permanent vacancy may apply for it by following the procedures set forth by the Human Resources Department prior to the expiration date of the circular. Employees are not required to inform their supervisors that they have bid on a circular. An employee that has been informed that he/she has been selected for an interview must immediately notify his/her supervisor to make arrangements for coverage during his/her absence.

1 Employees who fail to comply with this requirement may not be granted paid absence  
2 from their work site for the interviews.

3 B. City-wide vacancy circulars and addendums will be available to the President of the  
4 Union and to the listed Stewards as provided to the Human Resources Department and  
5 such material may be posted on the Union' s bulletin boards.

6 C. Bid notice, except for continuing advertisements, shall state the position, classification,  
7 duties, shift assignment, work location and rate of pay. The shift assignment may change  
8 as a result of the exercise of shift preference.

9 D. Vacancies will be posted for at least 5 days within the division, the department, and the  
10 City. Qualified divisional employees will be given consideration. The intent of this process  
11 is to give serious consideration to enhance career advancement opportunities to the best-  
12 qualified employees from the division first.

13 E. Employees who apply for an advertised position, but do not meet the qualifications will be  
14 notified in a timely manner by the Human Resources Department. Any employee  
15 interviewed for a position, and not selected, will be notified in writing within fifteen (15)  
16 working days from the time a candidate is selected to fill the vacancy.

17 F. Upon request of the Union President he/she, the Director of Human Resources and the  
18 Director of the Office of Employee Relations will meet on a quarterly basis to review and  
19 discuss problems with the promotional process.  
20

21 G. At the discretion of the Department Director, late bids may be accepted on divisional and  
22 departmental advertisements to accommodate employees not receiving notice of  
23 vacancies in a timely manner.

#### 24 **SECTION 34. QUALIFICATIONS FOR PROMOTION .-**

25 A. Selection for interview, promotion and transfer is made on the basis of education,  
26 experience, training, skills, other abilities, and job performance. When this criteria is  
27 equal, seniority will be the deciding factor.

28 B. Qualified bargaining unit employees within the division and department will be given first  
29 consideration when a vacancy occurs.

#### 30 **SECTION 35. OFFICIAL JOB DESCRIPTION**

31 A. The official job description of any position within this bargaining unit shall be maintained  
32 by the Human Resources Department. The official job description of any position may be  
33 reviewed by the Union or the employee for his/her given position at any time. Any  
34 changes or revisions in the official job descriptions will be provided to all affected  
35 employees in a timely manner. A copy of the official job description of any bargaining unit  
36 position, which is the subject of a grievance, will be provided to the Union  
37 President/designee.

38 B. It is recognized that job descriptions generally describe jobs performed within the City but  
39 do not precisely define each specific task an employee may be required to perform as  
40 related to the employee' s job description.

41 C. The City will provide the Union President/designee all proposals of job description  
42 changes with a reasonable amount of time for review and input.

43 D. Upon receipt of proposed or actual changes in an employee' s job description, the Union  
44 may provide input and/or recommend effective alternatives through the Employee  
45 Relations Department.

- E. Employees will not be required to perform duties outside their classification as a regular assignment. The Union may bring complaints for working outside classification to the Office of Employee Relations for resolution. Employees working in a higher classification will be compensated as provided for in Section 36 of this Agreement. Lead employees may oversee and coordinate the work of other bargaining unit members, but shall not have the authority to hire, terminate, discipline, transfer or layoff other employees.

### **SECTION 36. TEMPORARY UPGRADE**

- A. The City may temporarily assign an employee to perform the duties of another position if the employee is qualified to temporarily assume the duties of the assignment. Upgrade assignments shall be rotated within the work unit among qualified personnel as equitably as possible.
- B. The upgrade pay will be as follows:
1. Any employee assigned by management who temporarily performs all of the duties and assumes all of the responsibilities of a position within the White Collar bargaining unit graded higher than the one he/she holds will receive a 2% increase per grade increase.
  2. Temporary upgrades to Management positions shall be compensated in accordance with the City Personnel Rules and Regulations and/or Administrative Instruction #7-28.
- C. The City will discourage frequent assignment of employees below their regular classification and shall not lower a person's pay if he/she is temporarily assigned the duties of a lower classification.

### **SECTION 37. RE-EVALUATION AND RE-CLASSIFICATION**

The City will not engage in reclassification actions, the result of which would be to remove classifications from the bargaining unit to classifications outside the bargaining unit without first giving notice and providing input from the Union. If any disputes exist as to the exclusion of a re-evaluated or reclassified position from the bargaining unit, the parties shall submit their respective positions to the City Labor/Management Relations Board for final decision. This is not intended to apply to or prohibit the updating or modification of job descriptions that exist and continue to remain in this bargaining unit. The parties agree that Section 3-2-5 and 3-2-15 of the Labor-Management Relations Ordinance applies to classification of bargaining unit employees.

### **SECTION 38. EDUCATIONAL OPPORTUNITIES**

- A. Employees are encouraged to pursue job related educational opportunities under the City's educational assistance program.
- B. The conditions of Educational Leave will be administered according to the Personnel Rules and Regulations, Section 502.2 or as amended.
- C. An employee who successfully completes a "Train the Trainer" program approved by the City will be certified as an eligible employee trainer. If the City and the Union jointly identify areas where these trainers are utilized for training purposes, the certified trainer will receive a training differential. The differential shall be negotiated by the City and the Union and memorialized by the parties through a memorandum of understanding.

## **SECTION 39. SAFETY PROGRAM**

- A. The City and Union agree within forty-five days of the signing of this contract, to form a committee to review, initiate, and monitor safety procedures, policies, and practices within this bargaining unit. This committee will:
1. Evaluate previous bargaining unit injuries to determine priorities for remedial action.
  2. Focus the efforts of the City Loss Prevention Division for providing a safer workplace for White Collar employees.
  3. Conduct surveys in the work site to help establish new safety initiatives.
  4. Develop safety awareness among employees and management. This committee shall have equal representation selected by the City and the Union.
  5. The committee will not initiate or recommend disciplinary actions.
- B. The City shall maintain working conditions at a level consistent with federal and state health and safety standards. Any alleged violation of this provision may be addressed through the City's established Executive Safety Committee. If the Union is not satisfied with the Committee's disposition of a health and/or safety complaint, the Union may appeal the decision through this Agreement's Grievance Procedure or with the appropriate state or federal agency.

## **SECTION 40. STORAGE OF CITY EQUIPMENT**

Storage will be provided by the City for City equipment.

## **SECTION 41. AMBULANCE SERVICE**

Ambulance service, when required, shall be requested immediately to take on-duty injured employees to an Albuquerque hospital.

## **SECTION 42. NOMINATIONS AND ELECTIONS**

- A. The City agrees to notify the Union President or designee and all City employees in the bargaining unit of nominations, elections or appointments of individuals to the Personnel Board, Labor-Management Relations Board, Substance Abuse Policy Review and Appeals Board and other committees that may be formed within the life of this contract.
- B. Furthermore, the City agrees to allow the Union to serve as official observer of the elections and the tabulation of the election results.

## **SECTION 43. MEDICAL AND DENTAL**

- A. The City has voluntary group hospitalization insurance plans for its employees. The employee must pay 20% of the cost for himself/herself, or the employee's dependents if the employee elects to participate in one of the plans. The City will pay the remaining 80%.
- B. The City will pay 80% of the dental premium option selected by the employee and the employee will pay 20%.

- 1 C. The City's Employee Benefits Office and the Union shall work cooperatively on a joint  
2 effort to educate employees on the benefits of the City's Section 125 Plan which allows  
3 employees to exempt from taxation certain medical and/or child care expenses.
- 4 D. See Memorandum of Understanding.
- 5 E. Each employee may utilize one-half (1/2) day paid leave during the '05 Fiscal year for the  
6 purpose of undergoing a physical examination. The leave shall not be deducted from the  
7 employee's accumulated paid leave. Medical documentation by the employee will be  
8 required. The documentation shall verify that the employee used the leave time for the  
9 purposes of undergoing a physical examination. The documentation shall not violate the  
10 employee's confidentiality rights under federal and state law.

#### 11 **SECTION 44. LABOR-MANAGEMENT MEETINGS**

- 12 A. The City or Union may request meetings as needed to prevent, clarify or resolve a  
13 problem. Such meetings shall be for the purpose of administering this Agreement. The  
14 Union agrees that such activities may not interfere with the operational requirements of  
15 the department.
- 16 B. The Union and the City shall conduct Labor/Management meetings at a mutually agreed  
17 time and place.
- 18 C. Labor-Management meetings will include at least two (2) Union representatives.  
19 Additional union attendees will be mutually agreed upon by the City and the Union.
- 20 D. Union officers and stewards shall have reasonable access to the premises of the City  
21 department after receiving prior approval from the supervisor in charge. Prior approval  
22 shall not be unreasonably denied. Such visitations shall be for the purpose of  
23 administering this Agreement. The Union agrees that such activities may not interfere  
24 with the operational requirements of the department. The department will designate a  
25 meeting place or provide a representative to accompany a Union official or staff  
26 representative where significant security requirements exist. Union officers and/or  
27 stewards may request meetings as needed to prevent, clarify or resolve a problem.  
28

#### 29 **SECTION 45. DRESS CODE**

- 30 A. All members of this bargaining unit shall be required to abide by reasonable and  
31 appropriate dress standards, as determined by management, based upon the  
32 requirements of the job.
- 33 B. If any changes in the dress code are necessary in a work unit, the employee affected will  
34 be allowed the opportunity to provide input prior to any changes being made.

#### 35 **SECTION 46. WAGES**

- 36
- 37 A. Effective June 26, 2004, each grade step on the City approved C-Series salary schedule  
38 shall be increased by three percent (3%). Effective July 1, 2005, each grade step on the  
39 City approved C-Series salary schedule shall be increased by three and two tenths  
40 percent (3.2%). There shall be no step movement on the salary schedule during the term  
41 of this Agreement except for promotions or other administrative actions.
- 42
- 43 B. Longevity Pay.
- 44
- 45 Longevity pay will be paid as follows:



5 years + 1 mo. to 8 years of continuous service	\$27.69/pay period
8 years + 1 mo. to 10 years of continuous service	\$43.85/pay period
10 years + 1 mo. to 12 years of continuous service	\$55.38/pay period
12 years + 1 mo. to 15 years of continuous service	\$60.00/pay period
15 years + 1 mo. to 17 years of continuous service	\$66.92/pay period
17 years + 1 mo. To 20 years of continuous service	\$69.23/pay period
Over 20 years of continuous service	\$78.46/pay period

C. Top Step Differential

An employee who has occupied the top step of the employee's grade for one (1) year (365 days) will receive twenty-five dollars (\$25.00) per pay period. Once this "top step" status is reached, and the employee does not leave the C-Series bargaining unit, the differential will not be lost if the employee is promoted within the C-Series bargaining unit.

D. Shift Differential Pay:

The Swing Shift differential pay shall be thirty-five cents per hour. The Graveyard Shift differential pay shall be forty-five cents per hour.

E. Bilingual Committee

During the term of this Agreement, the parties shall meet to discuss the feasibility of implementing a "bilingual" pay differential for eligible employees. At a minimum, the parties shall study the following issues:

1. eligibility requirements;
2. benefits of a differential for the City and
3. cost of the differential.

**SECTION 47. SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

**SECTION 48. REIMBURSEMENT**

A. Mileage: Employees required to use their own vehicles in the performance of official City duties will be paid mileage reimbursement in accordance with State Law and City Policy.

B. Uniforms: If a department requires employees to wear a uniform, the City will provide the uniforms or make other arrangements with uniform vendors to provide the uniforms. Employees currently receiving a uniform allowance will continue to receive it at the current rate, \$600 per year prorated on a biweekly basis, through the term of this agreement. It is understood by the employee that failure to comply with the uniform policy may result in disciplinary action.

B. If an employee's eyeglasses, contact lenses or hearing aids are damaged as a direct consequence of performing his/her job duties and also are not due to the employee's negligence, the City will reimburse the employee at a reasonable cost.

## **SECTION 49. DRUG TESTING**

- A. The City and the Union agree that establishing a drug free workplace is a priority that requires the cooperation of the parties. To that end, the parties will meet with the Substance Abuse Policy Review Board, Human Resources Department, Risk Management Division and the Legal Department to discuss problems and possible changes to the current testing procedures. The City will provide necessary training to employees regarding drug testing policies and procedures. The Union will be given the opportunity to provide input to improve the effectiveness of employee training efforts.
- B. The City will comply with all applicable Federal, State and City laws.

## **SECTION 50. WORKPLACE CONDUCT**

The City and the Union mutually agree to comply with applicable City policy concerning workplace conduct. Employees shall not use insulting, abusive or offensive language toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations regarding such conduct. Display of visual materials that may be sexually or racially offensive is also prohibited.

Other prohibited workplace behavior includes intimidation, verbal threats, physical assault, vandalism, arson, sabotage, the unauthorized display, possession or use of weapons in the workplace, jokes or comments regarding violent acts which are reasonably perceived to be a threat, or any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

## **SECTION 51. CERTIFICATION PROGRAMS**

The City, Union and Office of Career Development agree to meet within 60 days to identify areas where a certification and training program may be implemented to benefit employee career advancement and the requirements of the City for productivity.

In accordance with this subsection, upon the identification of areas where certification and training are to be implemented, the City and the Union will meet and confer to ensure a positive and productive transition.

## **SECTION 52. CONTRACTING OUT**

- A. If the Employer anticipates the contracting out of Employer services on a permanent basis that have historically been performed by bargaining unit employees, the Employer shall notify the Union President in writing of the Employer's intentions no later than thirty (30) days prior to implementing the anticipated action or when the issue is included in the Mayor's annual budget request.

The Union may request to meet and confer with the Employer to discuss the anticipated action prior to implementation. The request shall be granted.

Upon request, the Employer shall provide data and other information in the Employer's possession that is related to the anticipated action and that will assist the Union in its development of a response to the Employer's action.

The Union shall be allowed the opportunity to present arguments and data to the Employer to counter the Employer's anticipated action prior to the Employer's anticipated action.

1  
2 If the Employer decides to issue a request for proposals (RFP) for contracting out the  
3 services, the Union shall be provided with a copy at the same time other vendors are  
4 provided a copy.

5 B. The City agrees to contract out bargaining unit positions only as necessary to meet  
6 staffing shortages. This provision applies to the utilization of both City temporary  
7 employees and temporary employees employed by an outside agency (e.g. Westaff, etc.)  
8 who are contracted to work in City-run facilities or services. The Union will conduct an  
9 annual review of contracted positions commencing in January. The Union and the Office  
10 of Employee Relations will meet and confer where conflicts arise pertaining to contracted  
11 positions.

### 12 **SECTION 53. ZIPPER CLAUSE**

14 It is understood and agreed by and between the parties hereto agree that this agreement is the  
15 only existing agreement between the parties and that this agreement replaces any and all  
16 previous agreements.

### 17 **SECTION 54. TERM OF THE AGREEMENT**

18 The terms and conditions of the agreement shall continue in full force and effect commencing at  
19 12:01am on June 14, 2004 and terminate at 12:00 midnight on June 30, 2006. Should neither  
20 party to this agreement request the opening of negotiations as provided in the Labor-  
21 Management Relations Ordinance No. 67-1977, as amended, this agreement and the conditions  
22 herein shall continue in effect from year to year.

23 The parties will reopen negotiations for a maximum of sixty (60) days no later than February 1,  
24 2005 to negotiate health insurance and related issues. If the negotiations result in any health  
25 insurance savings for the City, the savings shall be applied to a bargaining unit compensation  
26 increase in Fiscal year '06.

1 IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their  
2 authorized representatives on this \_ day of 2004.

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6 (SEAL)

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Albuquerque Clerical and Technical  
Employees

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\_\_\_\_\_  
City Clerk/Recorder

Lawrence Johnson, President  
AFSCME Local 2962

12

**Form Reviewed By Legal Department**

**CITY OF ALBUQUERQUE**

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14

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Assistant City Attorney

Martin J. Chavez, Mayor  
City of Albuquerque

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2

3 MEMORANDUM OF UNDERSTANDING

4 During the July 1, 2004 through June 30, 2005 fiscal year, the City shall assume eighty-three  
5 percent (83%) of the premium for the City approved health and dental insurance plans chosen  
6 by each employee. This MOU and the eighty-three percent (83%) commitment shall expire on  
7 June 30, 2005.